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**POWER OF ATTORNEY  
and  
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INDICATION FORM**

Application Number	10/580,985
Filing Date	October 5, 2006
First Named Inventor	Nathan Arthur Tranter
Title	APPARATUS FOR CONCEALING A PRODUCT
Art Unit	3637
Examiner Name	Matthew W. Ing
Attorney Docket Number	42-000600US

I hereby appoint:

☒ Practitioners associated with the Customer Number:

OR

☐ Practitioner(s) named below:



**22798**

PATENT TRADEMARK OFFICE

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number.

OR

☐ The address associated with Customer Number:

OR

☒ Firm or Individual Name Quine Intellectual Property Law Group, P.C.

Address P.O. Box 458

Address

City Alameda

State CA

Zip 94501

Country United States

Telephone (510) 337-7871

Fax (510) 337-7877

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Name CARLINEA WILLIAMSON

Signature

Date 7th JUNE 2010

Telephone 613 9480 6233

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ \*Total of \_\_\_\_\_ forms are submitted.

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.

Typed or Printed Name Deborah Barragan

Signature

Date June 23, 2010



**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant: Nathan Arthur Tranter, et al.

Application No.: 10/580,985

Filed: October 5, 2006

Entitled: APPARATUS FOR CONCEALING A PRODUCT

Herma IP Pty Ltd.

, a

corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership,  
university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of an undivided part interest

in the patent application identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_, Frame \_\_, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:


1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_, Frame \_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_, Frame \_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the Patent and Trademark Office at  
Reel \_\_, Frame \_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

X 7<sup>th</sup> June 2010  
Date

X   
Signature

X CARLINEA WILLIAMSON  
Typed or printed name  
DIRECTOR  
Title

TO: QUINE IP LAW GROUP, P.C. COMPANY P.O. BOX 458



COPY

## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 03, 2010

\*501192970A\*

PTAS

QUINE IP LAW GROUP, P.C.  
P.O. BOX 458  
ALAMEDA, CA 94501UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/02/2010

REEL/FRAME: 024473/0120

NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 42-000600US

## ASSIGNOR:

FLIPPER AUTOMATION PTY LTD

DOC DATE: 05/01/2009

## ASSIGNEE:

HERMA I P PTY LTD  
4A/6 ALBERT STREET  
PRESTON, VICTORIA, AUSTRALIA 3072

SERIAL NUMBER: 10580985

FILING DATE: 10/05/2006

PATENT NUMBER:

ISSUE DATE:

TITLE: APPARATUS FOR CONCEALING A PRODUCT

TO: QUINE IP LAW GROUP, P.C. COMPANY: P.O. BOX 458

024473/0120 PAGE 2

ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

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## PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.106/02/2010  
501192970

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Flipper Automation Pty Ltd	05/01/2009
RECEIVING PARTY DATA	
Name:	Hermal P Pty Ltd
Street Address:	4A/6 Albert Street
City:	Preston, Victoria
State/Country:	AUSTRALIA
Postal Code:	3072
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10580985
CORRESPONDENCE DATA	
Fax Number:	(510)337-7877
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	510-337-7871
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Correspondent Name:	Quine IP Law Group, P.C.
Address Line 1:	P.O. Box 458
Address Line 4:	Alameda, CALIFORNIA 94501
ATTORNEY DOCKET NUMBER:	42-000600US
NAME OF SUBMITTER:	Kimberly Cheung
Total Attachments: 6 source=42-000600US_executed_assignment_to_HermalPPtyLtd#page1.tif source=42-000600US_executed_assignment_to_HermalPPtyLtd#page2.tif source=42-000600US_executed_assignment_to_HermalPPtyLtd#page3.tif source=42-000600US_executed_assignment_to_HermalPPtyLtd#page4.tif source=42-000600US_executed_assignment_to_HermalPPtyLtd#page5.tif	

CH 10580985 \$40.00

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## Intellectual Property Assignment Deed

Date: 1<sup>st</sup> May 2009.

### Parties:

Flipper Automation Pty Ltd having its registered office at 17 Welsford Street, Shepparton Victoria 3630 ("Flipper");

and

Herma I P Pty Ltd having its registered office at 4A/6 Albert Street, Preston Victoria 3072 ("Herma")

### Recitals:

- A. Flipper owns the Intellectual Property in the Product and the Related Intellectual Property.
- B. The parties have agreed that Flipper will assign all the Intellectual Property in the Product and the Related Intellectual Property to Herma on the following terms and conditions set out in this Deed.

### Operative provisions:

#### 1 Assignment

- 1.1 In exchange for valuable consideration, including the payment of AUD\$1 by Herma to Flipper, Flipper hereby assigns to Herma with effect from the Effective Date all of the rights, title and interest Flipper has in the Intellectual Property in the Product and all Related Intellectual Property.
- 1.2 Flipper will, from time to time, do all such things and execute all other such documents as Herma reasonably requests in order to perfect or record the assignment of rights in clause 1.1 of this Deed.
- 1.3 Without limiting any other provision of this Deed, Flipper hereby assigns to Herma all of its rights, title and interest to take action against any party to the Intellectual Property and the Related Intellectual Property and any third parties for infringement of the Intellectual Property and the Related Intellectual Property, whether or not such infringement occurs before the date of this Deed and whether or not such infringement occurs in Australia.

#### 2 Delivery of information and materials

- 2.1 Flipper must within 14 days after the date of this Deed deliver to Herma all documents and other records (in whatever form, including intangible forms) in its possession, power or control which incorporate, refer and/or relate to the Product, the Intellectual Property in the Product, and the Related Intellectual Property.

#### 3 Consideration

- 3.1 This Deed is entered into in consideration of the parties incurring obligations and giving rights under this Deed and for other valuable consideration.

#### **4 Undertakings**

- 4.1 Flipper undertakes to perform all of its duties and obligations set out in this Deed and Flipper's duties and obligations in relation to facilitating the transfer its rights, obligations and interest in and related to the Product.
- 4.2 Herma undertakes to perform all of its duties and obligations set out in this Deed and as owner of the Product from the Effective Date.

#### **5 Development of competing products**

- 5.1 Flipper agrees that it will not, either before or after the Effective Date, directly or indirectly, involved or associated with the development, design, creation, manufacture or otherwise of any products that may compete with the Product, either within Australia or outside Australia, for a period of ten (10) years from the Effective Date.

#### **6 Preservation of rights**

- 6.1 From the Effective Date, Herma will be entitled to all of the benefits and rights to which Flipper was entitled in and related to the Product, Intellectual Property and the Related Intellectual Property prior to the Effective Date.

#### **7 Indemnity**

- 7.1 Flipper will indemnify and keep indemnified Herma from and against any liability incurred by Herma as a result of any action, demand, claim or proceeding against Herma by any third party in respect of the Product, Intellectual Property and Related Intellectual Property, including claims as to ownership, authenticity and infringement including in Intellectual Property Infringements, which occur before or after the Effective Date.
- 7.2 Flipper will indemnify and keep indemnified Herma from and against any liability incurred by Herma as a result of any action, demand, claim or proceeding against Herma relating to any act or omission of Flipper, its agents or assigns, which occurs after the Effective Date.
- 7.3 Herma will indemnify and keep indemnified Flipper from and against any liability incurred by Flipper as a result of any action, demand, claim or proceeding against Flipper relating to any act or omission of Herma, its agents or assigns, which occurs after the Effective Date.

#### **8 Representations and warranties**

- 8.1 Flipper and Herma severally represent and warrant to each other that:

- 8.1.1 It has the power and authority to enter into and perform its obligations under this Deed and has taken all necessary corporate action to authorise the execution, delivery and performance of this Deed;
- 8.1.2 This Deed is a valid and binding obligation enforceable against all parties in accordance with its terms;
- 8.1.3 No application or order has been made for its winding up or liquidation;
- 8.1.4 No action has been taken to seize or take possession of its assets;
- 8.1.5 There are no unsatisfied judgments against it; and
- 8.1.6 It is able to pay its debts as they fall due.



8.2 Flipper and Herma acknowledge that each party has entered into this Deed in reliance on the representations and warranties in clause 8.1.

## **9 Costs and stamp duty**

9.1 The parties agree, except as otherwise stated in this Deed, to, respectively, bear their own legal and other costs and expenses of and incidental to the preparation, execution and completion of this Deed and of other related documentation.

9.2 Flipper agrees to bear all stamp duty payable or assessed in relation to the execution, delivery, performance or enforcement of this Deed.

## **10 Governing law and jurisdiction**

10.1 This Deed and the transactions contemplated by this Deed are governed by the law in force in the State of Victoria, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Victoria, Australia and courts of appeal from them for determining any dispute concerning this Deed or the transactions contemplated by this Deed.

10.2 All disputes, controversies, or claims arising out of, relating to or in connection with this agreement including the determination of the scope of the agreement to arbitrate, shall be first negotiated in confidence between the parties, and where such negotiations do not result in a settlement of the dispute within 7 days of the dispute first arising, such dispute shall be finally settled by arbitration, within 30 days of the dispute first arising, by an arbitrator as agreed to in writing by the parties. If the parties are unable to agree to an arbitrator, either party may petition the Victorian courts to appoint an arbitrator in Melbourne, Victoria. The place of arbitration shall be Melbourne, Victoria and the exclusive language to be used for the arbitral proceedings shall be English. In the event either Party shall bring any action to enforce or protect any of its rights under this agreement, the prevailing Party shall be entitled to recover, in addition to its damages, its reasonable legal fees and costs incurred in connection therewith. Each party hereto hereby agrees that the arbitration procedure provided herein will be the sole and exclusive method of resolving any of the aforesaid disputes, controversies or claims.

## **11 Miscellaneous**

11.1 (continuing obligations) Each obligation and warranty (except an obligation fully performed by the Effective Date) continues in force.

11.2 (variation) This Deed can only be amended or varied by an instrument in writing signed by all the parties to this Deed.

11.3 (further assurance) Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the transactions contemplated by this Deed (including the execution of documents) and to use all reasonable endeavors to cause relevant third parties to do likewise.

11.4 (survival of indemnities) Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Deed.

11.5 (enforcement of indemnities) It is not necessary for a party to incur an expense or make payment before enforcing a right of indemnity conferred by this Deed.

11.6 (entire deed) This Deed constitutes the entire deed of the parties about this subject matter and any previous deeds, agreements, understandings and negotiations on that subject matter cease to have any effect.

- 11.7 (severability) If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Deed or is contrary to public policy.

## 12 Definitions and interpretation

### 12.1 Definitions

The following words have these meanings in this Deed unless the contrary intention appears:

**Product** means the product as described in the Schedule.

**Deed** means this deed between Flipper and Herma.

**Effective Date** means the date this Deed is signed by both parties.

**Intellectual Property** means all intellectual property, including copyright, design, trademarks, patents, trade secrets, circuit layouts, confidential information, source code, domain names, proprietary knowledge and know-how, whether registered or not, in relation to written content by Flipper for assisting people with reading capability and comprehension as set out and described in the Schedule.

**Party** means a party to this Deed and includes its successors and permitted assigns.

**Records** means originals and copies, in machine readable or printed form, of books, files, reports, records, correspondence, documents and other material relating to or used in connection with the Contract.

**Related Intellectual Property** means all intellectual property, including copyright, design, trademarks, patents, trade secrets, circuit layouts, confidential information, source code, domain names, proprietary knowledge and know-how, whether registered or not, in relation to written content by Flipper for assisting people with reading capability and comprehension as set out and described in the Schedule.

**Schedule** means any schedule to this Deed.

### 12.2 Interpretation

Unless the contrary intention appears a reference in this Deed to:

(reference to clause) a clause, schedule, annexure or appendix is a reference to a clause of or schedule, annexure or appendix to this Deed and references to this Deed include any recital, schedule, annexure or appendix;

(currency) reference to \$ or dollars are to Australian dollars unless otherwise noted as being references to some other legal currency;

(variations or replacements) a document (including this Deed) includes any variation or replacement of it;

(reference to statutes) ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements or any of them;

(singular includes plural) the singular includes the plural and vice versa;

**(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency;

**(executors, administrators, successors)** person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

**(two or more persons)** a deed, agreement, representation or warranty in favour of two or more persons binds them jointly and severally;

**(jointly and severally)** a deed, agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

**(calculation of time)** if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

**(reference to a group of persons)** a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

**(include)** the verb "include" (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation;

**(meaning not limited)** the words "including", "for example" or "such as" when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

**(reference to anything)** anything (including any amount) is a reference to the whole and each part of it; and

**(heading(s))** heading(s) are for convenience only and do not affect the interpretation of this Deed.

### **13 Execution**

- 13.1** This Deed may be executed in counterparts by the respective parties, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same deed, provided that this Deed will be of no force and effect until the counterparts are exchanged.

EXECUTED as a Deed

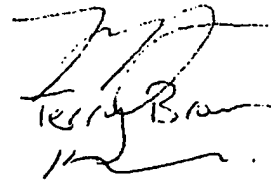
Signed by an Authorised Representative of )  
 Flipper Automation Pty Ltd )  
 in the presence of: )

Signature: 

Print name: 

Witness (Signature): 

Witness (Print name): NICK DURSTON.




Kerry Brown

Signed by an Authorised Representative of )  
 Herma Pty Ltd )  
 in the presence of: )

Signature: 

Print name: CARLINEA WILLINGTON

Witness (Signature): 

Witness (Print name): Praveen Chaitanya

## **SCHEDULE - DESCRIPTION OF PRODUCT, INTELLECTUAL PROPERTY AND RELATED INTELLECTUAL PROPERTY**

### **Product**

Apparatus for Concealing a Product (as described in the Application WO2005/051139; PCT/AU2004/001648 and the Amendments to the Specification dated 25 May 2006).

### **Intellectual Property**

All intellectual property and proprietary rights relating to the following:

Title of invention: Apparatus for Concealing a Product

International Patent classification: A47F 5/02

Application Number: 10/580,985

International Application Number: PCT/AU2004/001648

International Publication Number: WO2005/051139

Summary of invention: Apparatus for housing a product comprising a frame mounted on or in a surface; and a member moveable within the frame and for securing the product wherein the member is moveable between a first position in which the product is concealed from view and a second position in which the product is in view and accessible by a user. The inventions relates to apparatus for housing a product, such that when the product is not in use, it is concealed from view.

### **Related Intellectual Property**

All intellectual property and proprietary rights relating to the Product or the Intellectual Property that will allow Herma to freely deal with the Product and the Intellectual Property in every respect without infringing Flipper's or any third party's intellectual property or proprietary rights.